



April 22, 2014

Los Angeles County  
Board of Supervisors

Gloria Molina  
First District

Mark Ridley-Thomas  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

TO: Supervisor Don Knabe, Chairman  
Supervisor Gloria Molina  
Supervisor Mark Ridley-Thomas  
Supervisor Zev Yaroslavsky  
Supervisor Michael D. Antonovich

FROM:  Mitchell H. Katz, M.D.  
Director



SUBJECT: NOTIFICATION OF DEPARTMENT OF HEALTH  
SERVICES' USE OF DELEGATED AUTHORITY TO  
EXECUTE AN AMENDMENT FOR A NAME CHANGE

Mitchell H. Katz, M.D.  
Director

Hal F. Yee, Jr., M.D., Ph.D.  
Chief Medical Officer

Christina R. Ghaly, M.D.  
Deputy Director Strategic Planning

This is to advise the Board that the Department of Health Services has exercised its delegated authority, approved by the Board on June 12, 2007 (attached), authorizing the Director of Health Services, or his authorized designee, to execute an amendment for a contractor name change, subject to review and approval by County Counsel and the Chief Executive Office, and notification to the Board.

313 N Figueroa Street, Suite 912  
Los Angeles, CA 90012

Tel: (213) 240-8101  
Fax: (213) 481-0503

[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

The executed Amendment under this delegated authority will allow for the contractor's name change from Procel Corporation to Procel Temporary Services, Inc for Agreement No. H-705189. All other terms, conditions and restrictions remain unchanged and in full effect.

County Counsel has reviewed and approved the Amendment as to form. The Chief Executive Office has also reviewed and approved the Amendment.

If you have any questions or require additional information, please let me know.

MHK:eh

Attachment

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

*To ensure access to high-quality,  
patient-centered, cost-effective  
health care to Los Angeles  
County residents through direct  
services at DHS facilities and  
through collaboration with  
community and university  
partners*



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June 12, 2007

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

32

JUN 12 2007

Los Angeles County  
Board of Supervisors

Gloria Molina  
First District

Yvonne B. Burke  
Second District

Zev Yaroslavsky  
Third District

Don Knabe  
Fourth District

Michael D. Antonovich  
Fifth District

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

*Sachia A. Hamai*  
SACHIA A. HAMAI  
EXECUTIVE OFFICER

**APPROVAL OF DELEGATED AUTHORITY TO THE  
DEPARTMENT OF HEALTH SERVICES TO EXECUTE  
AMENDMENTS FOR CONTRACT ASSIGNMENTS AND  
DELEGATIONS AND CONTRACTORS' NAME CHANGES  
(All Districts) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Delegate authority to the Director of Health Services, or his designee, to execute amendments to Department of Health Services' (DHS or Department) contracts, substantially similar to Exhibit I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and substantially similar to Exhibit II for contractors' name changes, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.

Bruce A. Chernof, MD  
Director and Chief Medical Officer

John R. Cochran III  
Chief Deputy Director

Robert G. Splawn, MD  
Senior Medical Director

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*To improve health  
through leadership,  
service and education.*

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In an effort to reduce Board agenda actions resulting from acquisitions, mergers, or other changes in ownership, or contractors' name changes, that do not impact the general contractual terms or payment provisions, the Department is seeking delegated authority to execute related amendments to reflect the correct legal entity and responsibilities of the parties when ownership changes occur, or acknowledge a contractor's name change, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.

**FISCAL IMPACT/FINANCING:**

There is no fiscal impact as a result of this action.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Currently, all contract assignments resulting from mergers, acquisitions, or other changes in ownership, and contractors' name changes amendments are presented as an agenda item for your Board's approval. Under the recommended action, DHS will use delegated authority to execute such amendments.



www.ladhs.org

The Honorable Board of Supervisors  
June 12, 2007  
Page 2

DHS will continue to conduct an analysis of mergers and acquisitions as required under the Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions Board policy to determine the appropriateness of continuing to contract with a vendor which has changed its corporate status or merged with or been acquired by another company.

County Counsel has approved Exhibits I and II as to form.

CONTRACTING PROCESS:

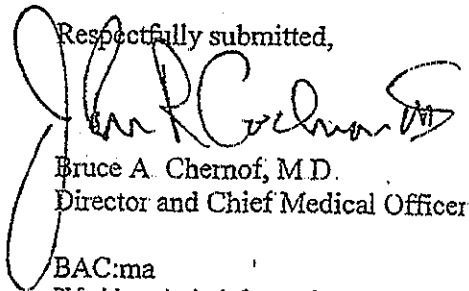
Not applicable on this action.

IMPACT ON CURRENT SERVICE (OR PROJECTS):

Approval of the recommended action will expedite the Department's execution of these amendments to ensure that contract documents reflect the appropriate contractor name and business status.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:ma  
BI for delegated authority for name change.ma wpd

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

EXHIBIT I

Contract No. \_\_\_\_\_

AMENDMENT FORMAT FOR MERGERS AND ASSIGNMENTS: DELEGATION  
OF DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. \_\_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

\_\_\_\_\_  
(hereafter "Assignor")

and

\_\_\_\_\_  
(hereafter "Assignee").

WHEREAS, on \_\_\_\_\_, County and \_\_\_\_\_,  
entered into a "\_\_\_\_\_ SERVICES AGREEMENT",  
further identified as County Agreement No. H\_\_\_\_\_, and any  
amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Paragraph \_\_\_\_, ASSIGNMENT AND DELEGATION, of  
Agreement prohibits Assignor from delegating its duties or  
assigning its rights thereunder without the prior written consent  
of County; and

WHEREAS, it is the desire of the parties hereto, to delegate  
the duties and assign the rights under Agreement, from Assignor to  
Assignee.

NOW, THEREFORE, the parties hereto agree as follows:

1. All rights and responsibilities under Agreement ~~[To be clarified for each assignment, including but not limited to audit exceptions and other Fiscal obligations. For mergers see Paragraph 4 below.]~~ have been assigned and delegated by Assignor to Assignee, effective \_\_\_\_\_.

2. County hereby consents to such assignment and delegation.

3. Assignor and Assignee have heretofore separately prorated between themselves, to the extent necessary, any monthly payment due and paid under this Agreement prior to \_\_\_\_\_.

4. ~~[For Mergers Only]~~ Effective \_\_\_\_\_, the purpose of this Amendment shall be interpreted according to the following statement of purpose: It is intended to effectuate and implement the merger of \_\_\_\_\_ and \_\_\_\_\_, as requested by these entities, whereby \_\_\_\_\_ will cease to exist as a separate entity and will be merged within the new entity, \_\_\_\_\_. County consents to the merger with the understanding, as set forth herein, that the quantity and quality of services previously provided separately by \_\_\_\_\_ will not be diminished and that the new entity will be fiscally responsible for all of \_\_\_\_\_ obligations, past, present, and future. In particular, and without in any way limiting the scope fo the

financial obligations assumed, \_\_\_\_\_ understands and agrees (1) that it will be entirely responsible for any and all audit exceptions applied at any time against the previous entity, \_\_\_\_\_; through any of its agreements with County or any department thereof, whether assessed by federal, state, or County audit(s); and (2) that these audit exceptions may arise and become payable after the effective date of the merger and the cessation of existence of \_\_\_\_\_. The parties agree that all applicable review and dispute resolution procedures under the contract shall apply.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Agreement Amendment to be subscribed by its Director of Health Services,

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and \_\_\_\_\_ and \_\_\_\_\_ have caused the same  
to be subscribed in its respective behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Assignor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

\_\_\_\_\_  
Assignee

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:  
Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

amendmentdelegationofdutiesandassignment.wpd

EXHIBIT II  
Contract No. \_\_\_\_\_

SERVICES AGREEMENT

Amendment No. \_\_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter  
"County"),

and

(formerly known as  
"\_\_\_\_\_"  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled,  
"\_\_\_\_\_" SERVICES AGREEMENT", dated  
\_\_\_\_\_, and further identified as Agreement No. H \_\_\_\_\_,  
and any amendments thereto (all hereafter referred to as  
"Agreement"); and

WHEREAS, the parties wish to amend Agreement to change  
\_\_\_\_\_'s name to \_\_\_\_\_ and as such,  
wherever referred to in said Agreement, \_\_\_\_\_  
shall be known as \_\_\_\_\_; and



WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER  
COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants Division

amendmentnamechange.wpd